

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:)
MICHAEL E. TOMPKINS and)
MICHAEL J. GREEN)
SERIAL NO.: 08/822,179)
FILED: MARCH 20, 1997) May 29, 1997
TITLE: SPA CONTROL SYSTEM) Los Angeles, CA 90024

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

As assignee of record of the entire interest of the above identified application, all powers of attorney previously given are hereby revoked and the following attorney(s) are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith:

Craig B. Bailey	28,786
John V. Hanley	38,171
Richard A. Bardin	20,365
Gilbert G. Kovelman	19,522
I. Morley Drucker	19,751
James W. Paul	29,967
John S. Nagy	30,664
Thomas H. Majcher	31,119

all of the law firm of:

FULWIDER PATTON LEE & UTECHT, LLP
10877 Wilshire Boulevard
Tenth Floor
Los Angeles, California 90024

Please send all correspondence and direct all telephone calls to:

Craig B. Bailey
FULWIDER PATTON LEE & UTECHT, LLP
10877 Wilshire Boulevard
Tenth Floor
Los Angeles, California 90024
(310) 824-5555
(310) 824-9696 - Facsimile


Balboa Instruments, Inc., ASSIGNEE
1690 Scenic Drive
Costa Mesa, CA 92626

Clark Manufacturing, Inc., ASSIGNEE
14951 Monte Vista Avenue
Chino, CA 91710

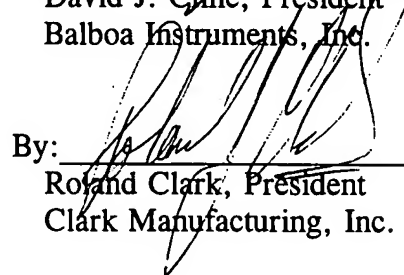
ASSIGNEE CERTIFICATION

Attached to this Power is a "CERTIFICATE UNDER 37 CFR 3.73(b)".

Date: 5/29/97

By: 
David J. Cline, President
Balboa Instruments, Inc.

Date: 5-30-97

By: 
Royand Clark, President
Clark Manufacturing, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:)
MICHAEL E. TOMPKINS and)
MICHAEL J. GREEN)
SERIAL NO.: 08/822,179)
FILED: MARCH 20, 1997) May 24, 1997
Los Angeles, CA 90024
TITLE: SPA CONTROL SYSTEM)
)

CERTIFICATE UNDER 37 CFR 3.73(b)

Balboa Instruments, Inc., a California corporation, and Clark Manufacturing, Inc., a California corporation, certify that they are the assignees of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventors of the patent application identified above, to the current assignee as shown below:

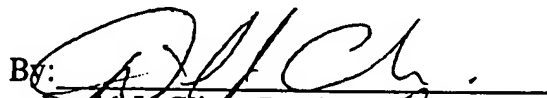
1. From: Michael E. Tompkins and Michael J. Green
To: Siege Industries, Inc.
The document was recorded in the Patent and Trademark Office at Reel 4952, Frame 589, and a copy thereof is attached.
2. From: Siege Industries, Inc.
To: Irving C. Siegel
The document was recorded in the Patent and Trademark Office at Reel 7097, Frame 209, and a copy thereof is attached.
3. From: Irving C. Siegel
To: Balboa Instruments, Inc.
Clark Manufacturing, Inc.
The document was mailed to the Patent and Trademark Office for recordation on May 21, 1997, and a copy thereof is attached.

The undersigned have reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignees identified above.

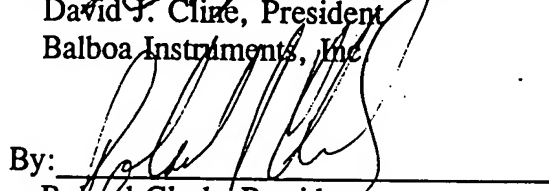
The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee for which that signatory acts.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Date: 5/29/97

By: 
David J. Cline, President
Balboa Instruments, Inc.

Date: 5-30-97

By: 
Roland Clark, President
Clark Manufacturing, Inc.

PATENT ASSIGNMENT

THIS ASSIGNMENT, effective the 8th day of April 1997, by and between Irving C. Siegel, an individual residing at 11919 Cypress Park Drive, Cypress, Texas 77429-3133 (hereinafter referred to as the "Assignor"), and Balboa Instruments, Inc., a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 1690 Scenic Drive, Costa Mesa, California 92626 and Clark Manufacturing, Inc., a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at 14951 Monte Vista Avenue, Chino, California 91710 (hereinafter collectively referred to as the "Assignees").

WITNESSETH:

WHEREAS, Assignor is the owner of the Patents and patent applications (as defined in the Settlement Agreement) listed in Schedule "A" hereof, and the inventions disclosed therein and the related trade secrets and copyrights associated with the Patents; and

WHEREAS, Assignees wish to acquire said Patents, patent applications, inventions, and trade secrets;

NOW, THEREFORE, for and in consideration of the monies paid by Assignee pursuant to the Settlement Agreement dated April 8, 1997 and signed concurrently herewith and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns, sells, transfers, conveys and sets over to Assignees, their respective successors and assigns, the entire right, title and interest throughout the world in and to:

1. The Patents and patent applications listed in Schedule "A";
2. The inventions disclosed in said Patents and patent applications, including improvements and modifications thereto, and the trade secrets associated therewith;
3. All applications for patent or like protection on said inventions, improvements, modifications and trade secrets that have been made by Assignor or its representatives in any country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said inventions, improvements, modifications and trade secrets to Assignor or its legal representatives in any country or place anywhere in the world;
5. All substitutions for and all divisions, continuations, continuations-in-part, renewals, reissues, extensions, reexaminations and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;

6. All rights of action on account of past, present, and future unauthorized use of said inventions, improvements, modifications and trade secrets for infringement of said patents, unpaid royalties and like protection;
7. The right of Assignee to file in its name, applications for patents and other forms of protection for said inventions, improvements, modifications and trade secrets in any country or countries; and
8. All international rights of priority associated with said inventions, applications, patents, improvements, modifications, trade secrets, and like protection.

(hereinafter collectively referred to as the "Patent Assets"); and Assignor hereby covenants and agrees that he will cooperate with Assignees whereby Assignees may enjoy to the fullest extent the benefit of this Assignment.

Further, Assignor warrants that he, as the sole and exclusive owner, has the right to make the assignment set forth herein, that the assigned assets are free and clear of liens and encumbrances, and that he has not granted and will not grant to others any rights or do any act inconsistent with the rights granted herein

Further, this Assignment shall be binding upon Assignor and his devisees, heirs, successors, trustees and assigns.

Further, this Assignment shall inure to the benefit of Assignees, and their respective successors, trustees, devisees and assigns.

Further, Assignor warrants that he shall deliver to Assignees all original prosecution histories in his possession or under his control that relate to the Patents and patent applications.

Further, Assignee acknowledges that Assignor has no obligation to maintain the trade secrets confidential.

EXECUTED this 15 day of May, 1997, in Houston, Harris County, Texas.

ASSIGNOR



Irving C. Siegel, Individually



Irving C. Siegel, Individually

AS FORMER ASSIGNEE AND/OR LICENSEE

By: Irving C. Siegel
Irving C. Siegel, President
Siege Industries, Inc.
AS FORMER ASSIGNEE AND/OR LICENSEE

ASSIGNEES

BALBOA INSTRUMENTS, INC.

By: David V. Cline
David V. Cline, President

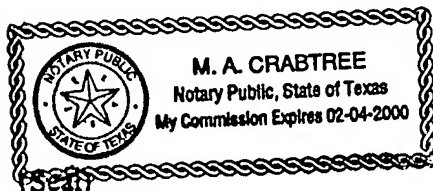
CLARK MANUFACTURING, INC.

By: Roland Clark
Roland Clark, President

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared Irving C. Siegel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of May 1997.



M. A. Crabtree
Notary Public in and for
The State of TEXAS

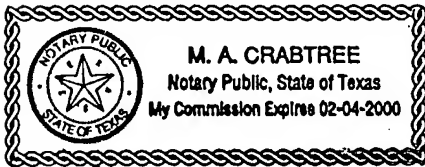
My Commission Expires:

Handwritten initials and signature in the bottom right corner.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared Irving C. Siegel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of May 1997.



(Seal)

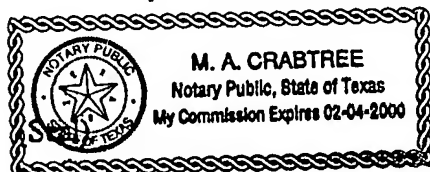
M. A. Crabtree
Notary Public in and for
The State of TEXAS

My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared Irving C. Siegel, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Siegel Industries, Inc., a corporation, and that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of May 1997.



M. A. Crabtree
Notary Public in and for
The State of TEXAS

My Commission Expires:

Handwritten signatures and initials in the bottom right corner.

THE STATE OF CALIFORNIA §
 §
COUNTY OF ORANGE §

BEFORE ME, the undersigned, a Notary Public in and for Orange County, California, on this day personally appeared David J. Cline, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Balboa Instruments, Inc., a corporation, and that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 1997.

Notary Public in and for
The State of CALIFORNIA

(Seal)

My Commission Expires:

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared Roland Clark, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Clark Manufacturing, Inc., a corporation, and that he executed the same as the act and deed of such corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 1997.

Notary Public in and for
The State of T E X A S

(Seal)

My Commission Expires:

Jms
[Signature]

SCHEDULE A

<u>COUNTRY</u>	<u>SERIAL/APP. NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>
U.S.	054,581	5/27/87	Now Abandoned
U.S.	162,420	12/3/93	Now Abandoned
U.S.	385,062	2/7/95	5,550,753
U.S.	224,869	7/26/88	Now Abandoned
U.S.	225,282	1/11/94	5,361,215
U.S.	327,927	10/24/94	5,559,720
U.S.	703,177	8/23/96	Now Abandoned
U.S.	822,179	3/20/97	Pending

K:\S\Siege\00100\Settlement\Assignment Final

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He
AD

STATE OF CALIFORNIA

Title or type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other than named below _____

County of Orange

On May 6, 1997

before me DC SWEET

personally appeared

DAVID J. CLINE

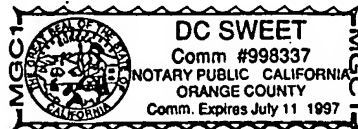
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

Notary Public in and for said County and State

(Seal)



UD01 (Rev. 4/94)

STATE OF CALIFORNIA

Title or type of Document Patent Assignment

Number of Pages 7 Date of Document 4/8/97

Signer(s) Other than named below _____

County of San Bernardino

On 5/12/97

before me

Barbara Santee

personally appeared

Roland Clark

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara Santee

Notary Public in and for said County and State

(Seal)



UD01 (Rev. 4/94)